



## **Council of Juvenile Correctional Administrators, Inc.**

### **Service Contract**

This contract is entered into between The Council of Juvenile Correctional Administrators, Inc. ("CJCA") and Texas Juvenile Justice Department (Agency) as of April 11, 2016. The terms and conditions attached hereto as attachment A are incorporated herein by reference and made a part hereof (the "Terms and Conditions").

#### **I. Services.**

Utilizing the Youth in Custody Practice Model (YICPM) monograph, CJCA and a team of consultants will provide the Agency with 18-months of Training and Technical Assistance (TTA) to align core, research-based principles with everyday practice to achieve more positive outcomes for youth, families, staff and communities.

The YICPM will provide the Agency with guidance on essential practices in four key areas:

1. Case planning;
2. Facility-based services (e.g., education, behavioral health, behavior management, rehabilitative programming);
3. Transition/reentry; and
4. Community-based services

CJCA agrees to provide the following services for implementation of The Youth in Custody Practice Model (the "Services") to the Agency:

1. Elements of Training and Technical Assistance:
  - a. Gap Analysis
  - b. Infrastructure Development (IT, WGs, GC)
  - c. Training on YICPM
  - d. Action Plan Development
  - e. Data Collection and Analysis
  - f. Expansion Plan Development



2. Communication:

- a. Quarterly Site Visits (e.g., Rotating Schedule)
- b. Monthly Calls
- c. Email/Calls as Needed

II. **Fees for Services.** The fee for the Services to be performed during the Contract Period shall be \$179,000. Agency shall pay all fees in accordance with the Terms and Conditions.

III. **Contract Period.** The effective date of this contract shall be April 11, 2016 (the "Effective Date") and it shall terminate on Oct 10, 2017 (the "Contract Period") unless terminated early in accordance with the Terms and Conditions of this contract.



This contract is executed as a binding Agreement by the parties set forth below:

CJCA  
*Edward J. Loughran* 4/7/14

Signature

Date

Edward J. Loughran,  
Executive Director, CJCA

Address: 639 Granite St,  
Suite 112  
Braintree, Ma 02184

Texas Juvenile Justice Department  
*Chelsey B. for D. Reilly* 4/8/14

Signature

Date

David Reilly, Executive Director

Address: 11209 Metric Boulevard  
Building H, Suite A  
Austin, Texas 78758



## **Attachment A: Terms and Conditions**

### **Terms and Conditions**

**Payment:** Payment of the Fee is due on or prior to the Effective Date of this contract.

**Ownership:** Agency agrees that as between Agency and CJCA, CJCA is the exclusive owner of the Youth in Custody Practice Model and by this contract only grants Agency a nonexclusive right to use the Youth in Custody Practice Model solely in connection with its use of the Services performed by CJCA for Agency.

**Work Product Ownership:** Any copyright works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") arising out of or developed in whole or in part by CJCA OR the Agency in connection with the Services or the Youth in Custody Practice Model will be the exclusive property of CJCA. Agency hereby assigns any and all right, title and interest it may have to any Work Product to CJCA. Furthermore, upon request by CJCA the Agency will execute, within a reasonable period of time, all documents necessary to confirm or perfect the exclusive ownership of such Work Product in CJCA.

**Confidentiality:** Agency and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for personal benefit any confidential information of CJCA disclosed to Agency during the course of this contract, or disclose, or communicate in any manner, any confidential information to any third party outside of the Agency. Agency and its employees, agents, and representatives will protect such confidential information with the same degree of care it uses to protect its own confidential information (but in any event not less than reasonable care) and will hold on confidential information in strict confidence. This provision will survive the termination of this contract. For purposes of this contract the term "confidential information" means any and all non-public information, data or know-how of CJCA, relating to or disclosed in the course of, or in connection with, the performance of the Services by CJCA under this contract, which is, or should be reasonably understood to be, confidential or proprietary to CJCA, including, but not limited to, the Youth in Custody Practice Model and all training materials, plans, and documentation related thereto.

**Indemnification:** Agency agrees to indemnify and hold CJCA harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against CJCA



or its directors, officers, employees or representatives that result from a breach of this contract by Agency.

**Warranty.** CJCA shall provide the Services in a good and workmanlike manner and use commercially reasonable efforts to meet its obligations under this contract. Agency understands that in order for CJCA to meet its obligations under this contract it shall require the assistance of Agency to make its employees available for training. Agency's only remedy under this contract related to the performance of the Services shall be the re-performance by CJCA of the portion of the Services that does not comply with this warranty.

EXCEPT AS EXPRESSLY STATED IN THIS CONTRACT, CJCA DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Termination.** This contract may be terminated by either party if the other party becomes insolvent or bankruptcy is filed (either voluntarily or involuntarily) by either party.

**Status as Independent Contractor.** Each party is an independent contractor and neither party's employees or agents will be considered employees of the other party for any purpose. This contract does not create a joint venture or partnership, and neither party has the authority to bind the other to any third party.

**Applicable Law and Jurisdiction.** This contract will be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the conflicts of laws principles thereof.

**Waiver.** No waiver of a breach of any of the provisions of this contract will be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver will be effective unless in writing and then only to the extent expressly set forth in writing.

**Partial Invalidity.** If any provision of this contract is invalid or unenforceable under any statute or rule of law, the provision is to the extent to be deemed omitted, and the remaining provisions will not be affected in any way.



**Force Majeure.** Neither party will be deemed in default of this contract to the extent that performance of their obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, acts of terrorism, shortages of materials or supplies, or any other cause beyond the control of such party ("Force Majeure"). In the event of such a Force Majeure, the time for performance or cure will be extended for a period equal to the duration of the Force Majeure, provided that State Agency's payment obligations may not be extended by Force Majeure.

**Modifications.** No modification of this contract will be effective unless in writing and signed by both parties.

**Notices.** Any notice required to be given by either party hereunder will be in writing and will be hand delivered or sent by courier or pre-paid first class post or by confirmed email or fax transmission to the party receiving such communication at the address, email and fax numbers specified on the signature page hereto or such other address, email or fax numbers as either party may in the future specify to the other party. Notice shall be effective upon receipt.

**Survival.** The following sections of this contract will survive termination: payment, ownership, work product ownership, confidentiality, indemnification and, applicable law.

**Entire Agreement.** This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between parties.